

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Visitation Services for Rapid City Child Protection Services

PROPOSALS ARE DUE NO LATER THAN JULY 17, 2017, 5:00 pm CDT

RFP #1050

BUYER: Division of Child
Protection Services

POC: Mark Close
Mark.Close@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 **GENERAL INFORMATION**

1.1 **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Department of Social Services , Division of Child Protection Services is seeking proposals from qualified vendors for the purpose of providing supervised visitations in a family friendly setting in Rapid City for families whose children have been removed from the home and placed in the custody of Child Protection Services , in order to promote the possibility of reunification. Additionally, the Department of Social Services, Child Protection Services is seeking the qualified vendor to provide supervised transportation for children and their parents to and from the visitations, and to and from appointments, as referred by Child Protection Services, within the Rapid City area.

1.2 **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Division of Child Protection Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #1050. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 **LETTER OF INTENT**

All interested offerors are requested to submit a non-binding **Letter of Intent** to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

The Letter of Intent must be received by email in the Department of Social Services by no later than 5 PM CDT on June 19, 2017 and must be addressed to mark.close@state.sd.us. Place the following, exactly as written, in the subject line of your email: **Letter of Intent for RFP #1050**. Be sure to reference the RFP number in any attached letter or document.

1.4 **SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	<u>June 8, 2017</u>
Deadline for Submission on Letter of Intent	<u>June 19, 2017, 5:00 pm CDT</u>
Deadline for Submission of Written Inquiries	<u>June 19, 2017, 5:00 pm CDT</u>
Responses to Offeror Questions	<u>June 26, 2017</u>
Proposal Submission	<u>July 17, 2017, 5:00 pm CDT</u>
Proposal Revisions (if required)	<u>To be announced if needed</u>
Anticipated Award Decision/Contract Negotiation	<u>July 25, 2017</u>

1.5 **SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Department of Social Services, Division of Child Protection Services, 700 Governors Drive, Pierre, SD 57501 by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, seven (7) identical copies, and one (1) digital copy loaded on a USB flashdrive of the proposal shall be submitted.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container.

Proposals must be addressed and labeled as follows:

**Request For Proposal #1050 Proposal Due July 17, 2017
South Dakota Department of Social Services
Attention: Mark Close
700 Governors Drive
Pierre SD 57501-2291**

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after June 19, 2017. Email inquiries must be sent to

Mark.Close@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1050 Questions.**

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than June 26, 2017. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.11 LENGTH OF CONTRACT

The provider contract resulting from this RFP will be issued for an initial period from September 1, 2017 to May 31, 2018, with the option for renewal for up to four (4), one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds. Contracts will be renegotiated on an annual basis.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The Department of Social Services, Division of Child Protection Services vision is to support strong families, as they are South Dakota's foundation and our future. As part of the Child Protection Services mission to strengthen and support families, Child Protection Services provides certain services to families where children have been removed from their homes and placed in alternative care. Child Protection Services believes children should be with family whenever possible. By providing a facility for supervised visitation, families have the opportunity for regular visitation in order to enhance and promote the bonds that exist as families move towards reunification. Child Protection Services must also ensure the well-being needs of children in our care are met.

The Rapid City office of Child Protection Services provides services to a large number of families. There is a need for a Family Visitation Center (FVC) that can provide support in the form of supervised visitation to as many families as possible referred by Child Protection Services who are working towards reunification. There is a need for children in foster care to be transported to and from the visitation facility, as well as to various appointments to meet their educational, medical or mental health needs. At times, the parents also need transportation to visits or appointments. Child Protection Services is seeking a Provider that can provide two types of services: transportation and visitation. In Fiscal Year 2017, the current vendor provided 2127 supervised visits for an average of 46 families served per month, and provided transportation services for an average of 43 clients a month, with a total of 85,508 miles traveled. These services were in addition to the visits and transportation services provided to families by the Division of Child Protection Services outside of the contract.

Along with the requirements detailed in the RFP, offeror will be expected to meet those delineated in Attachment B.

3.1 Supervised Visitation:

3.1.1 The Offeror will provide a child and family friendly location for visits between families and children referred by Child Protection Services.

Offerors shall provide unique, detailed responses to each of the following requirements:

- A. Provide a clean, safe facility for children of all ages to have supervised visitations with their families;
- B. Provide visitation rooms that have a comfortable, family-like setting for children and families;
- C. Provide for more than one visitation to occur simultaneously;
- D. Provide audio/visual recordings of the visitations for the agency;
- E. Provide for the ability for observation of the visitations by offeror or Child Protection Services staff;

F. Provide flexible scheduling of visitations for the agency that can occur outside the course of a normal business day, to include evenings and weekends.

3.1.2 The Offeror will provide staff to supervise the visitations between the children and family members.

Offerors shall provide unique, detailed responses to each of the following requirements:

- A. Ensure employees have criminal background and Central Registry checks completed before working for the family visitation center;
- B. Ensure employees will be provided with training about family dynamics and maltreatment of children;
- C. Ensure employees will be able to determine when a visit is detrimental and be able to comply with expectations of the Division of Child Protection Services in providing visits that are safe for the child and in reported suspected abuse or neglect;
- D. Ensure employees will maintain confidentiality;
- E. Provide technology for employees to communicate with Child Protection Services, both verbally and in writing;
- F. Provide the staff needed to support the number of visitations requested by Child Protection Services.

3.2 Transportation Services

3.2.1 The offeror will provide transportation services for parents and children referred by Child Protection Services.

Offerors shall provide unique, detailed responses to each of the following requirements:

- A. Ensure employees have criminal background and Central Registry checks completed before working for the family visitation center;
- B. Comply with child safety restraint requirements, both as outlined in the South Dakota Codified Law 32-37 and by the Division of Child Protection Services;
- C. Ensure transportation employees have met legal requirements to drive within South Dakota and that the employees will provide an environment that is safe for the children and families referred by the Division of Child Protection Services;
- D. Provide insurance for the vehicles and other insurance as required;
- E. Ensure the vehicles used for transportation are operating safely and in good condition.

3.3 Payment for Supervised Visitation and Transportation Services

3.3.1 Rates

The offeror must describe their proposed rates for mileage, transportation time and for supervised visitation in section 7 of the RFP.

3.3.2 Billing Procedures

Describe the system the offeror will use to document services in order to provide a monthly billing to Child Protection Services, while assuring the mileage and required time for each transportation and visitation are documented separately, along with the name of the family and the name of the Division of Child Protection Services staff.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 The offeror shall provide a unique, detailed response to each of the following:
 1. Organizational overview including program background, services and population served by the organization.
 2. Organizational mission statement.
 3. Demonstrated work experience providing training and/or technical assistance to families.
- 4.3 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.4 The offeror **MUST** submit a copy of their most recent independently audited financial statements.
- 4.5 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.6 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.
- 4.7 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.8 The offeror must describe their proposed project management techniques.

- 4.9 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and (7) copies shall be submitted.

- 5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flashdrive. Offerors may not send the electronically formatted copy of their proposal via email.
- 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

- 5.2 All proposals must be organized and tabbed with labels for the following headings:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Availability to the project locale;
 - 6.1.5 Cost proposal;
 - 6.1.6 Proposed project management techniques;
 - 6.1.7 Ability and proven history in handling special project constraints, and
 - 6.1.8 Familiarity with project locale.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

The offeror must include a detailed Cost Proposal based on the categories listed below,

The offeror shall submit their proposal for the allocation of various expenses associated with providing services to the State within the scope of their proposal. This proposal shall include:

- All costs associated with employee salaries and benefits, for direct and indirect care staff,

- Insurance vehicle costs,
- Facility rent/lease/maintenance costs and depreciation,
- Office supply costs,
- Utilities,
- Professional fees and contract services,
- Equipment/depreciation expenses, and
- Any other expenses that are deemed necessary to perform the services outlined in this proposal, as delineated in Attachment B.

Attachment A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD PROTECTION**

**Purchase of Services Agreement
For Provider Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF CHILD PROTECTION
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Provider

Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. PROVIDER'S South Dakota Vendor Number is .
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of September 1, 2017 and shall end on May 31, 2018, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP #1050
3. PROVISIONS:
 - A. The Purpose of this Provider contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Provider will use state equipment, supplies or facilities.
 - B. The Provider agrees to perform the following services (add an attachment if needed.):
 - 1.
 - C. The TOTAL CONTRACT AMOUNT will not exceed \$.
Payment will be in accordance with SDCL 5-26
4. BILLING:

Provider agrees to submit a bill for services within (30) days following the month in which services were provided. Provider will prepare and submit a monthly bill for services. Provider agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Provider will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

7. **ASSURANCE REQUIREMENTS:**

The Provider agrees to abide by all applicable provisions of the following: , Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable.

8. **RETENTION AND INSPECTION OF RECORDS:**

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Provider's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Provider's established record retention policies.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Provider.

9. **WORK PRODUCT:**

Provider hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Provider in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Provider without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any

copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Provider agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

10. **TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Provider breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

11. **FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. **ASSIGNMENT AND AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. **CONTROLLING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. **SUPERCESSION:**

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

15. **IT STANDARDS:**

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

16. **SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

17. **NOTICE:**

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. **SUBCONTRACTORS:**

The Provider may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Provider is required to assist in this process as needed.

19. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

20. HOLD HARMLESS:

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, Provider shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Provider, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Provider shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Provider agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Provider certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Provider further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

23. CONFLICT OF INTEREST:

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or providers except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State's information; (v) becomes known to Provider without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

25. REPORTING PROVISION:

Provider agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Provider, or the State of South Dakota or its officers, agents or employees to liability. Provider shall report any such event to the State immediately upon discovery.

Provider's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Provider's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Provider to report any event to law enforcement or other entities under the requirements of any applicable law.

26. COST REPORTING REQUIREMENTS:

☐ The provider agrees to submit a cost report in the format required by the State, and is due four months following the end of the provider's fiscal year.

or

☐ No reporting is required.

27. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Provider Signature	_____ Date
_____ State - DSS Division Director Virgena Wieseler	_____ Date
_____ State - DSS Chief Financial Officer Laurie Mikkonen	_____ Date
_____ State - DSS Cabinet Secretary Lynne A. Valenti	_____ Date

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Provider Program Contact Person _____
Phone _____

Provider Fiscal Contact Person _____
Phone _____
Provider Email Address _____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

Attachment B

The Provider Agrees to:

1) The Provider will provide a child and family friendly location for visits between families and children referred by Child Protection Services.

- a. The facility will be capable of accommodating children of all ages, to include age appropriate safety measures such as electrical outlet covers or stairway gates, as well as an area for diaper changing. The Provider agrees to maintain clean furnishings for the visitation rooms, including coffee tables, chairs, rocking chairs, and sofas or loveseats. Plastic toys provided by the facility will be regularly sanitized with child-safe sanitizers. Other toys or books will be kept in good repair.
- b. The facility will meet American Disability Act standards. The Provider agrees to provide a clean and sanitary facility, with at least one public restroom, and agrees to be responsible for any costs associated with maintenance and upkeep of the facility.
- c. The facility will have a minimum of one visitation room, having minimum dimensions of 9' x 9'.
- d. The facility will have the capability of recording all visits to a DVD system, upon request by CPS. The system will be of sufficient quality to provide a clear audio and visual recording. This system will enable staff to see and hear the visit as the visits are occurring.
- e. The DVD's of the visits will be provided to CPS staff upon request, at no additional charge. The DVD's remaining at the facility will be kept for a minimum of 6 months.
- f. The Provider agrees to provide flexible scheduling of visitations, to include weekdays, evening and weekends, as dictated by the needs of the family, any relevant court orders and availability of the Provider's facility. The Provider agrees to provide telephone service and email to employees for the purpose of scheduling visits and providing documentation regarding visitations to CPS.
- g. The Provider agrees to contact the scheduling worker by the following working day in the event a client fails to arrive for a visit.
- h. The Provider agrees to give credit to the Division of Child Protection Services for its funding support on all press releases, reports, brochures and other related materials. The Provider will provide draft materials to CPS for approval before releasing such information.

2) The Provider will provide transportation services for families and children as referred by Child Protection Services.

- a. The Provider will provide vehicles in good repair for transportation, and will provide proof of full coverage of insurance.
- b. The Provider will provide proof to the State upon request that employees providing transportation services have valid drivers' licenses.

- c. The Provider will require employees who provide transportation services for children to be screened for history of substantiated abuse or neglect, on the Central Registry of Abuse and Neglect maintained by Child Protection Services. The employee will share the results with the Provider and must be maintained in the employee's file. The results will be available upon request by the State. The results of the screening must be received by the Provider prior to the employee providing transportation/supervision.
- d. The Provider will require employees who will provide transportation services for children to submit to a criminal background check. Any costs associated with the background check are the responsibility of the Provider. The results will be maintained by the Provider and available upon request by the State. The results of the background check must be received by the Provider prior to the employee providing transportation/supervision.
- e. The Provider will make available transportation services for children and parents seven (7) days a week, between the hours of 8:00 AM and 8:00 PM, for scheduled appointments or visitation as determined by Child Protection Services (CPS), as individual family circumstances often require services outside the typical Monday-Friday, 8:00 AM to 5:00 PM timeframes. Any request for transportation beyond the hours of 8:00 AM to 8:00 PM would be considered by the Provider and would be dependent upon the Provider's availability to provide such services. The Provider will provide employees with phone service and email for the purpose of scheduling transportation services and communicating with CPS. The Provider will explore options for effective and efficient scheduling of appointments with CPS including the use of a cell phone, appointment book, and on-line scheduling. The Provider will provide a cell phone for drivers for purposes of communicating with CPS while during transports.
- f. The Provider agrees to provide transportation services that may extend beyond the Pennington County area, to other areas of Western South Dakota, as needed by CPS, based on the Provider's ability to schedule such transportation services.
- g. The Provider agrees that transportation employees will provide age appropriate supervision for children while transporting and while attending appointments. Age appropriate supervision would entail staying in the same physical area as the children when at appointments, with their safety being the primary concern. If the requesting Family Service Specialist approves, the transportation employee may leave the premises during an extended appointment and return at the conclusion of the appointment. The Provider agrees to provide accommodations for appropriate transportation staff based upon the individual safety and needs of particular passengers, or as requested by CPS staff.
- h. The Provider will provide age and weight appropriate child safety seat restraints including infant and booster seats. Current South Dakota law states that "any operator of any passenger vehicle transporting a child under 5 years of age on the streets and highways of this state shall properly secure the child in a child passenger restraint system," and that operator of a motor vehicle must make sure that a passenger who is at least 5 and younger than 18 must be wearing a "properly adjusted and fastened safety seat belt system. See SDCL 32-37 below:

32-37-1. Any operator of any passenger vehicle transporting a child under five years of age on the streets and highways of this state shall properly secure the child in a child passenger restraint system according to its manufacturer's instructions. The child passenger restraint system shall meet Department of Transportation Motor Vehicle Safety Standard 213 as in effect January 1, 1981. The requirements of this section are met if the child is under five years of age and is at least forty pounds in weight by securing the child in a seat belt.

32-37-1.1. Operator to assure that passengers between ages five and eighteen wear seat belts. Any operator of a passenger vehicle operated on a public street or highway in this state transporting a passenger who is at least five and under eighteen years of age shall assure that the passenger is wearing a properly adjusted and fastened safety seat belt system, required to be installed in the passenger vehicle if manufactured pursuant to Federal Motor Vehicle Safety Standard Number 208 (49 C.F.R. 571.208) in effect January 1, 1989, at all times when the vehicle is in motion.

32-37-1.3. Passengers between ages fourteen and eighteen required to wear seat belts. Any passenger of any passenger vehicle operated on a public street or highway in this state, who is at least fourteen years of age and under eighteen years of age, shall wear a properly adjusted and fastened safety seat belt system, required to be installed in the passenger vehicle if manufactured pursuant to Federal Motor Vehicle Safety Standard Number 208 (49 C.F.R. 571.208) in effect January 1, 1989, at all times when the vehicle is in motion

In addition to the requirements outlined in SDCL 32-27 above, Child Protection Services requires:

- Children under the age of 12 will not sit in the front seat of a vehicle.
- Children under one (1) year of age must be in a rear-facing car seat. A child weighing under 20 pounds must be in a rear-facing safety restraint system regardless of age. Therefore, the Provider will ensure children are both over 20 pounds AND over 1 year of age before placing children in a front-facing safety system.
- Children weighing over 20 pounds but less than 40 pounds will be placed in a convertible forward facing safety system.
- Children over the age of five (5) but under 4'9" tall, and over 40 pounds, must be in a booster safety system, until eight (8) years of age.

i. The Provider will require all transportation staff and subsequent hires to be properly trained in the use of child restraint systems by contacting a Certified Child Passenger Safety Technician to provide installation training and inspect all current child restraint systems to ensure they are in good condition. The Provider will provide a list of employees, dates of training, and the name of Safety Technician/agency that provided the training, upon request by the State.

3) The Provider will provide staff to supervise the visitations between the children and family members.

a. The Provider will require employees providing supervision of visits to be screened for a history of substantiated abuse or neglect on the Central Registry of Abuse and Neglect maintained by Child Protection Services. The employee will share the results with the Provider and the results will be maintained in the employee files and available upon request by the State. The results of the screening must be received by the Provider prior to the employee providing supervision.

b. The Provider will require employees providing supervision of visits to submit to a criminal background check. Any costs associated with the background check are the responsibility of the Provider. The results will be maintained by the Provider and available upon request by the State. The results of the background check must be received by the Provider prior to the employee providing supervision.

c. The Provider will require employees providing supervision of visits to have an understanding of child development and the dynamics of abuse and neglect. The Provider understands the law regarding mandated reporting of abuse and neglect and will require all employees to abide by this law. The Provider will provide training to staff who are supervising visits as to circumstances that would require the cancellation of the visit, such as a parent who arrives under the influence of drugs or alcohol, or a parent who becomes inappropriate during a visit. The Provider will maintain a training record in the employees' files of providing this information. The information will be available to the State upon request. The Provider will require employees to maintain confidentiality regarding Child Protection Services cases, and will require employees to sign an agreement of confidentiality. A copy of this agreement will be maintained in the employees' files and available to the State upon request.

d. The Provider will require staff supervising visits to provide Child Protection Services with narrative documentation as to date of the visit, who attended the visit, the name of the referring Family Service Specialist (FSS), and the length of the visit. The documentation will also include any pertinent observations that were noted during the visit, as requested by the referring CPS staff. This narrative will be emailed to the referring FSS within one week of the visitation. If there are circumstances that require a visit to be stopped or cancelled, the

Provider's staff will be required to phone and/or email the referring FSS on that date to inform them of the circumstances.

e. The Provider agrees that a staff person will meet with parents/relatives using the facility prior to the first visit and review rules and expectations of the facility and CPS with regard to the visitations and obtain signatures documenting their agreement. Written rules and expectations will be developed jointly by the Provider and CPS. The signed agreement will be kept on file at the facility and will be available to the State upon request.

4) The Provider will submit monthly billings for services to Child Protection Services.

a. The Provider agrees the rate of payment for supervision of children and families will not exceed \$____ per hour, and per mile. These services will be documented as outlined in section (e) below. In the event it becomes necessary to involve more than one staff person based on the increased level of risk certain family situations bring to the visitation center staff and children, the Provider agrees the rate will not exceed \$____ per hour when additional FVC staff are used or security personnel are added for security reasons. Situations requiring extra staff or security would include such times as when threats have been made during a visitation, behaviors/conversations displayed during a visitation have required extra staff involvement, or due to the behaviors of children during transports that would require extra staff to ensure the safety of the child and the staff. Prior to utilizing the added staff or outside security, the situation would be discussed with the referring CPS staff and/or other professionals that may be a part of the case. These services would also be documented as outlined in section (e) below, and would require an attachment utilizing a standard format, to include an explanation as to what had been tried by the FVC or CPS to modify or correct the behaviors prior to adding staff or security, as well as documentation regarding staffing with CPS prior to utilizing the added staff or security.

b. The Provider agrees the rate of payment for use of the facility during a visitation supervised by CPS staff will not exceed \$____per hour.

c. The Provider agrees the rate of payment for completing the orientation paperwork with a new client shall not exceed \$____ per hour, with a maximum of one hour per new client billed to the State.

d. The Provider has the option to bill the State up to the amount of the above hourly rate for any scheduled visits not cancelled by DSS or the client with 24 hours advance notice, and for no-shows. The State is not responsible for payment for visits that are cancelled by the Provider. In the event of inclement weather that would make travel unsafe, the State is not responsible for visits cancelled by the Provider or the State.

e. The Provider will provide Child Protection Services with a monthly report detailing:

- all scheduled visits, specifying name of case
- name of Family Services Specialist scheduling the visit
- length and date of supervised visitations
- amount charged for each visit
- amount charged for new-client orientation
- amount charged for visits not cancelled 24 hours in advance and for no-shows
- visits scheduled but cancelled within the 24 hour advance timeframe
- total number of hours of scheduled visitations
- total amount owed for supervision of visits
- individual trips, including time spent transporting/supervising, name of person being transported, miles traveled, and total amount due for both mileage and supervision time.